COLLABORATION AGREEMENT

This Collaboration Agreement (the "**Agreement**") is made as of [ ], 2015, by and between Ehud Barak (the "**Author**") and Edward Temko (the "**Writer**"). The Author and the Writer are referred to herein as the "**Parties**")

WHEREAS, the Parties seek to collaborate in the writing of biographical book of about [ ] pages based upon events in the Author's life and tentatively entitled Moments of Truth (the "**Work**");

NOW, THEREFORE, in consideration of the premises and mutual promises herein, and in consideration of the representations, warranties, and covenants herein, the Parties agree as follows:

1. **Collaboration.** The Parties will collaborate in writing the Work and production of the Work as a full manuscript: (i) the Writer will be responsible for writing the content of the Work, in accordance with any guidelines of and information provided by the Author and in form and substance satisfactory to St. Martin's Press, LLC (the "**Publisher**"). [Note to EB: Must Writer get work professionally edited before submission?]; (ii) the Author will have sole control and discretion of and over the title of the Work and its contents; (iii) each Party will make itself reasonably available to the other to meet the deadline(s) set by the Publisher; and (iv) the Author will be entitled to require the Writer to make a reasonable number of changes and edits during the course of production of the Work and within 1 week of completion of the Work. Nowithstanding, should the Author be unable to perform its foregoing obligations for reasons beyond his control (including but not limited to governmental restrictions and censures, war and ill-health), completion of the Work will be in the sole control and discretion of the Writer. [Note to EB: OK?]

2. **Consideration.**

   2.1 As consideration for the Writer's work, the Author will pay the Writer a consolidated amount of $125,000 to be paid as follows: (i) $80,000 upon receipt by the Author (or a company under his control) from the Publisher of the initial payment of the aggregate advance of $350,000 to the Author by the Publisher (the "**Advance**") payable upon signing of the Agreement between the Publisher and the Author or a company under his control; (ii) $20,000 upon receipt by the Author (or a company under his control) from the Publisher of the second payment under the Advance payable upon delivery to the Publisher's acceptance of the complete and final manuscript of the Work, and (iii) $25,000 upon receipt by the Author (or a company under his control) from the Publisher of the final payment of Advance, payable upon publication of the Publisher's initial hardcover edition of the Work. The Author shall not be responsible for expenses of the Writer. [Note to EB: OK?].

   2.2 In addition, the Author, in his sole and absolute discretion, may award the Writer a percentage up to 30% of some or all of the net royalties that the Author may actually receive from the Publisher (after the Advance has been paid out to the Publisher). The Writer acknowledges that he is not entitled to any royalties or percentages thereof nor to any residuals or commissions, in each case connection with of the Work.

3. **Rights.** All copyrights and authorship, moral, sale and distribution rights of, in and to the Work and any drafts thereof shall belong solely to the Author. Without derogating from the generality of the foregoing, (i) the Writer agrees that the Work will be registered for copyright solely in the name of the Author, and that credit on all editions of the Work shall read solely "by Ehud Barak"; and (ii) all rights, title and interest in all of the following shall

be the sole and exclusive property of Author: (1) materials, including but not limited to word files, power point presentations, tapes, and completed manuscript, relating to the Work; (2) the content of the subject matter of the Work provided by the Author; (3) ideas, works, documentation or notes conceived for or related to the Work; and (4) writings by the Writer or the Writer's work product in connection with the Work. The Author may sell or otherwise dispose of the Work at will. Only the Author will entitled to proceeds from the sale or other disposition of the Work.

4. **Confidentiality.** The Writer acknowledges and agrees that all information related to the Work and its preparation, including without limitation, its content, writings, work product, audio or video tapes, notes and diagrams, ("**Confidential Information**") is of value to the Author. The Writer will not disclose to anyone, either during or after the term of this Agreement, any Confidential Information obtained or developed by the Writer while working on the Work. Upon expiration or termination of this Agreement, the Writer will deliver to the Author all documentation and recordings furnished to or produced by the Writer in connection with the Work, without retention of any summaries, copies or memorialization. Upon expiration or termination of this Agreement, the Writer will make no further use of Confidential Information. The Writer may only disclose Confidential Information to third parties upon the prior written consent of the Author.

5. **Deadline.** The Writer will complete the Work by not later than July 30, 2015 [Note to EB: OK?]. Time is the essence this Agreement.

6. **Termination.** The Author will have the right to terminate this Agreement at any point upon written notice to the Writer. Should the Author so terminate, the Author will be required to pay the Writer only for completed work theretofore, in accordance with §2 above**.** Without derogating from the generality of § above, if, prior to the completion of the Work, the Writer shall withdraw from the collaboration, then the Author shall have the right to complete the Work alone or in conjunction with another collaborator or collaborators.

7. **Representations and Warranties.** Each Party represents to the other (which representations will be deemed to be repeated by such representing Party throughout the term of this Agreement) as follows: (i) it has not made any contract or commitment contrary to the terms of this Agreement or in derogation thereof; (ii) its contribution to the Work is original and does not infringe on any copyright or other proprietary rights of any third party; and (iii) its contributions to the Work are not libelous, obscene, or otherwise contrary to law.

8. **Covenants.** The Writer will ensure that (i) all of the Work is unique, does not borrow from, plagiarize or pirate any other work or infringe any copyright, trademark or other proprietary right, (ii) except for materials of others, permission for usage of which has been obtained by the Author, the Work is original and previously unpublished (iii) neither the Work nor any material portion thereof is in the public domain; (iv) that the Work does not contain any material that violates any right of privacy, is libelous or violates any personal or other right of any kind of any person or entity; and (v) the Work contains no material that would violate any contract of the Writer or that would disclose any information given to the Writer on the understanding that it not be published or disclosed. The Writer may not give any third party any right of approval over any of the contents of the Work or over the publication of the Work or the exploitation of any of the rights in the Work.

9. **Indemnity.** Each Party will indemnify the other for any loss, damage, or expense (including reasonable attorney's fees) that may be suffered or incurred by reason of the breach by that party of any of its representations or warranties under §7 or covenants under §8.

10. **Miscellaneous**.

10.1 *Entire Agreement*. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent related to the subject matter hereof.

10.2 *Succession and Assignment*. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors. No Party may assign either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written approval of the other Party.

10.3 *Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

10.4 *Headings*. Section headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

10.5 *Governing Law*. This Agreement shall be governed by and construed in accordance with the domestic laws of Israel without giving effect to any choice or conflict of law provision or rule (whether of Israel or any other jurisdiction).

10.6 *Jurisdiction*. Each Party (i) agrees to the exclusive jurisdiction of any court sitting in Tel Aviv Israel in any action or proceeding arising out of this Agreement; (ii) agrees that all claims in respect of the action or proceeding may be heard and determined in any such court; and (iii) waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

10.7 *Amendments and Waivers*. No amendment of any provision of this Agreement shall be valid unless in writing and signed by both Parties. No waiver by any Party of any default, misrepresentation, or breach of hereunder, intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.8 *Severability*. Any term or provision of this Agreement that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

10.9 *Survival*. Sections 3, 4 and 9 above will survive expiration to termination hereof.

10.10 *Construction*. The Parties have participated jointly in negotiating and drafting this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring a Party by virtue of authorship of any of the provisions hereof.

Author	**Writer**
Ehud Barak	Edwaed Temko
_____	_____

Signature
Name: _____
Address: _____

Signature
Name: _____
Address: _____